



DAVID SANDERS, PH.D.
Director

County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

December 14, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

REQUEST TO APPROVE AMENDMENTS TO EXTEND 38 AGREEMENTS FOR COMMUNITY FAMILY PRESERVATION NETWORK (All Supervisorial Districts) (3 Votes)

JOINT RECOMMENDATION BY THE DIRECTOR OF THE DEPARTMENT OF CHILDREN AND FAMILY SERVICES WITH THE DIRECTOR OF MENTAL HEALTH AND THE CHIEF PROBATION OFFICER THAT YOUR BOARD:

1. Approve the amendment of the County's thirty-eight (38) Community Family Preservation Network (CFPN) service Agreements, in substantially similar form to the attached Form Amendment (Attachment B), in order that the term of the contracts might be extended for six (6) additional months from January 1, 2005 through June 30, 2005 and their maximum contract amounts increased to the extent and with the agencies listed in Attachment A. The CFPN agencies provide integrated community-based services to protect children by strengthening and preserving families whose children are at risk. The cost of the six-month extensions is \$11,161,343. The cost of CFPN services is financed using \$7,812,940 (70%) in State/federal funding and \$3,348,403 (30%) in net County cost. Funding for CFPN services is included in the FY 2004-05 Adopted Budget.
2. Delegate authority to the Director of the Department of Children and Family Services (DCFS), the Director of the Department of Mental Health (DMH), and the Chief Probation Officer to execute the Amendments with the agencies and in the amounts listed in Attachment A; and instruct the Director of DCFS to notify your Board of Supervisors and the Chief Administrative Office (CAO) in writing within ten (10) working days of executing the Amendments.

Board of Supervisors

GLORIA MOLINA

First District

YVONNE B. BURKE

Second District

ZEV YAROSLAVSKY

Third District

DON KNABE

Fourth District

MICHAEL D. ANTONOVICH

Fifth District

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

CFPN services provide family-focused services to strengthen and preserve families and serve as an alternative to foster care placements for children. The current CFPN Agreements will expire on December 31, 2004. The purpose of the recommended actions is to extend the term of the current CFPN Agreements, listed in Attachment A, for six months through June 30, 2005, and to increase the maximum contract sums to fund the additional six months of service to be provided by these agencies.

The six-month extension will allow DCFS time to develop and complete a new consolidated Request for Proposal (RFP) designed to coordinate and redesign service delivery, with other community stakeholders in Los Angeles County, into a continuum of services for children and families. The consolidated RFP will enable DCFS to ensure Family Support, Family Preservation, Adoption Promotion and Support, and Time-limited Family Reunification services are provided based on the most recent federal mandates.

This Board letter does not comply with the Board's policy requiring timely submission of contracts to your Board for approval. Late submission is the result of unanticipated delays and unresolved issues in DCFS' attempt to consolidate the RFP.

Approval of the Amendments will allow for the continuation of CFPN services to referred clients for services such as In-Home Outreach Counseling, Parenting Classes, Teaching and Demonstrating, and other services depending on the families' needs. Without approval of the recommended actions, CFPN services will no longer be available to County residents.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the County Strategic Plan Goals 1 (Service Excellence) and 5 (Children and Families' Well-Being). The recommended actions will provide continued access to CFPN services and collaborate/integrate services for children and families across functional and jurisdictional boundaries.

FISCAL IMPACT/FINANCING

The cost of the six-months Agreement extensions is \$11,161,343. The costs are financed using \$7,812,940 (70%) in State/federal funding and \$3,348,403 (30%) in net County cost. Sufficient funding is included in the FY 2004-05 Adopted County Budget. DCFS has requested and received tentative approval from the State to extend the Agreements for an additional six months. If the State does not provide final approval, the cost to continue services under these Agreements becomes net County cost; or the Agreements could be terminated by exercising the Agreement provision 27.0, Limitation

of County's Obligation Due to Non-Appropriation of Funds that allows the County to terminate should funding no longer be available.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On June 1, 2004, a Form Amendment was approved to extend the thirty-eight (38) CFPN Agreements for six additional months, from July 1, 2004 through December 31, 2004, to allow DCFS sufficient time to complete the development of a new consolidated RFP to redesign service delivery in the County into a continuum of services. The new consolidated RFP was to be released in December 2004. The new RFP process has not been completed due to unanticipated delays and unresolved issues in DCFS' attempt to consolidate the RFP. Community Stakeholder Meetings have been completed and decisions are presently being made to finalize the RFP. As a result, it is necessary to extend the Agreements through June 30, 2005, to ensure continued provision of CFPN services pending completion of the new RFP process.

Federal Promoting Safe and Stable Families (PSSF) funding, State Family Preservation funding, and net County cost finance the cost of the four categories of services (Family Support, Family Preservation, Adoption Promotion and Support, and Time-Limited Family Reunification services). Federal PSSF funding requires that at least twenty percent (20%) of the funding be allocated to each of these services categories. The new consolidated RFP will ensure this federal mandate is met.

The Form Amendment includes revised Budgets to reflect the six-month extension. The form Amendment incorporates language currently required in all County contracts.

The thirty-eight Contractors listed on Attachment A are in compliance with all Board, Chief Administrative Officer and County Counsel requirements. DCFS has also evaluated the various agencies and has determined that they continue to be responsible contractors. This Board Letter and Form Amendment have been reviewed by County Counsel and CAO. County Counsel approved the Form Amendment as to form.

CONTRACTING PROCESS

The Amendments extending the term of the underlying Agreements were procured through a negotiation process. DCFS has evaluated and determined that the Living Wage Ordinance Program (County Code Chapter 2.201) does not apply.

IMPACT ON CURRENT SERVICES

Approval of these amendments will allow CFPN agencies to continue providing comprehensive, integrated, community-based, and collaborative services to families experiencing problems in family functioning that are characterized by child abuse and neglect.

CONCLUSION

Upon approval by the Board of Supervisors, it is requested that the Executive Officer/Clerk of the Board send a copy of the adopted Board letter and attachments to:

- | | |
|---|---|
| 1. Dept of Children and Family Services
Contracts Administration
Attention: Walter Chan, Manager
425 Shatto Place, Room 400
Los Angeles, CA 90020 | 2. Marvin Southard, D.S.W.
Director, Dept. of Mental Health
550 S. Vermont Ave., 12 th Floor
Los Angeles, CA 90020 |
| 3. Richard Shumsky, Chief Probation Officer
Probation Department
9150 East Imperial Hwy, Rm. B/82
Downey, CA 90242 | 4. Office of the County Counsel
Attn: Rose Belda
Principal Deputy County Counsel
201 Centre Plaza Drive
Ground Floor
Monterey Park, CA 91754 |

Respectfully submitted,

DAVID SANDERS, PH.D.
Director, Department of
Children and Family Services

RICHARD SHUMSKY
Chief Probation Officer,
Probation Department

MARVIN J. SOUTHARD, D.S.W.
Director, Department of
Mental Health

DS:WC:RML:bv

Attachments (2)

c: Chief Administrative Office
Commission for Children and Families

COMMUNITY FAMILY PRESERVATION NETWORK
Six-Month Funding Allocation for January 1, 2005 – June 30, 2005

	Agency Name	GSA	FY 2004-05 Allocation
1.	Antelope Valley Child Abuse Center. Dba: Children's Ctr. Of Antelope Valley	9	\$265,185
2.	Assistance League of Southern Calif.	17	414,047
3.	Assistance League of Southern Calif.	19	168,817
4.	Bienvenidos Children's Ctr., Inc.	1	229,069
5.	Bienvenidos Children's Ctr., Inc.	16	224,157
6.	Boys & Girls Club of SFV	3	315,787
7.	Boys & Girls Club of SFV	19	158,041
8.	Boys & Girls Club of Baldwin Park Dba: East Valley Boys & Girls Club	20	411,475
9.	California Hospital Medical Center	10	218,414
10.	Cambodian Association of America	4	420,865
11.	Child and Family Center	3	179,424
12.	Children's Institute International	10	218,414
13.	Children's Institute International	11	190,660
14.	Children's Institute International	12	164,401
15.	City of Long Beach	4	453,101
16.	Drew Child Development	6	343,894
17.	El Centro Del Pueblo	2	251,986
18.	Guidance Community Development	22	426,153
19.	Helpline Youth Counseling, Inc.	21	358,139
20.	Human Services Association	25	323,099
21.	Institute for Black Parenting	24	222,098
22.	Inst. For Max Human Potential	6	520,140
23.	Joint Efforts Inc.	12	167,974
24.	Olive Crest Treatment Centers	9	243,683
25.	Para Los Ninos	10	221,995
26.	Personal Involvement Center	6	597,516
27.	Plaza Community Center, Inc.	1	232,648
28.	Pomona Unified School District	7	324,645
29.	Project Impact, Inc.	23	188,345
30.	Shields for Families	5	467,129
31.	South Bay Alcohsm. Serv. Dba: NCADD	11	187,062
32.	SPIRITT	13	352,214
33.	SPIRITT	15	204,833
34.	The Five Acres-The Boys and Girls Aid Society of Los Angeles County California	8	261,524
35.	Triangle Christian Services	6	563,127
36.	Westside Children's Center	14	253,014
37.	Santa Anita Family Services	18	260,228
38.	The University Corp, CSU Northridge	19	158,041
TOTAL			\$11,161,343*

* Total amount reflected is due to rounding.

AMENDMENT NUMBER ____
TO AGREEMENT
BY AND BETWEEN
THE COUNTY OF LOS ANGELES
AND

FOR THE PROVISION OF
COMMUNITY FAMILY PRESERVATION NETWORK SERVICES
IN GSA ____

December 2004

**AMENDMENT NUMBER ____ TO COMMUNITY FAMILY PRESERVATION
NETWORK (CFPN) AGREEMENT WITH <AGENCY NAME>**

This Amendment Number ____ (hereafter, Amendment ____) to Community Family Preservation Network Services Agreement, as previously amended, is made and entered into at Los Angeles, California this ____ day of _____ 2004, by and between the County of Los Angeles (hereafter, COUNTY) and _____ (hereafter, CONTRACTOR).

WHEREAS, the parties have previously entered into an Agreement to provide Community Family Preservation Network Services;

WHEREAS, the purpose of this Amendment ____ is to extend the Agreement for six additional months and to compensate CONTRACTOR for the services adequately performed during that six-month period;

WHEREAS, pursuant to Section 12.0, **CHANGES AND AMENDMENTS**, of the Agreement, the following changes are made to the Agreement; and

WHEREAS, the County of Los Angeles Board of Supervisors has delegated the authority to the Director of the Department of Children and Family Services, the Director of the Department of Mental Health, and the Chief Probation Officer to execute this Amendment ____ to extend the Agreement for six-months;

NOW THEREFORE, in consideration of the foregoing and mutual consent herein contained, the Agreement is amended as follows:

1. Section 1.0, **APPLICABLE DOCUMENTS**, subsections 1.2 and 1.3 are amended and restated in their entirety to read as follows:

- 1.1 Exhibits A, A-____, B, C-1, C-____, C, D, E, F, G, H, I, J, K, L, M, N, O, P-1, P-2, P-3, P-4, P-5, P-6, P-7, P-8, P-9, P-10, Q, R, S and T set forth below are attached to and incorporated by reference in this Agreement.

- 1.2 In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between this Agreement and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Agreement, and then to the Exhibits according to the following priority:

Exhibit A -Statement of Work
Exhibit A-____ - Statement of Work
Exhibit B -Self-Evaluation Instructions
Exhibit C-1 -Budget
Exhibit C-____ - Budget
Exhibit C-2 -Budget for January 1, 2005-June 30, 2005

Exhibit C	-Start-up Budget
Exhibit D	-Sample Request for Advance Letter
Exhibit E	-Quarterly Start-up Reports
Exhibit F	-Quarterly Enrichment Services Reports
Exhibit G	-Statement of Received, Expended and Unexpended Base Rate, Supplementary Services and Therapeutic Day Treatment Funds
Exhibit H	-Auxiliary Fund Procedures and Forms
Exhibit I	-Sample Subcontract Document
Exhibit J	-CONTRACTOR's Equal Employment Opportunity (EEO) Certification
Exhibit K	-Community Business Enterprise (CBE) Form
Exhibit L	-Employee Acknowledgment and Confidentiality Agreement
Exhibit M	-Family Preservation Program Contract Accounting and Operating Handbook
Exhibit N	-Office of Management and Budget Circular A-122
Exhibit O	-Office of Management and Budget Circular A-87
Exhibit P-1	-CFPN Referral/Service Authorization (DCFS 800)
Exhibit P-2	-CFPN Referral/Services Authorization (FP 1324)
Exhibit P-3	-Mental Health Services Referral
Exhibit P-4	-Family Consent to Service Agreement
Exhibit P-5	-Consent to Release and Exchange Information (DCFS 802/802-S)
Exhibit P-6	-Sample MCPC Service Plan Agreement
Exhibit P-7	-MCPC Confidentiality Form
Exhibit P-8	-Sample Service Progress Notes
Exhibit P-9	-Unexcused Absence Alerts
Exhibit P-10	-Sample Family Specific Monthly Report
Exhibit Q	-Child Support Compliance Form
Exhibit R	-Probation Department Family Preservation On-site Contract Report
Exhibit S	-Probation Department Auxiliary Fund Authorization
Exhibit T	-Consent to Comply with the Bill of Children's Rights

2. Section 3.0, **TERM AND TERMINATION**, is amended to add sub-section 3.3 as follows:

3.3 The term of the Agreement shall be extended six-months through June 30, 2005 unless terminated earlier as provided herein.

3. Section 4.0, **CONTRACT SUM**, sub-section 4.1 is deleted in its entirety and restated as follows:

4.1 During the term of this Agreement, COUNTY shall reimburse CONTRACTOR for the costs of performing the services set forth in Exhibit A, Statement of Work, in accordance with Section 5.0, Payment

and Invoices, provided that the total amount payable under this agreement shall not exceed \$_____, Maximum Contract Sum.

4. Section 4.0, **CONTRACT SUM**, is amended to add sub-section 4.2.4 as follows:

4.2.4 The Maximum Annual Contract Sum for the six-month extension from January 1, 2005 through June 30, 2005, shall not exceed \$_____.

5. Section 26.0, Determination of Contractor Non-Responsibility and Contractor Debarment is deleted on its entirety and is replaced as follows:

26.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the CONTRACTOR's policy to conduct business only with responsible CONTRACTORS.

26.1 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the CONTRACTOR Code, if the CONTRACTOR acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the CONTRACTOR may, in addition to other remedies provided in the contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on CONTRACTOR contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the CONTRACTOR may have with the CONTRACTOR.

26.2 The CONTRACTOR may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term of a contract with the CONTRACTOR or a nonprofit corporation created by the CONTRACTOR, (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the CONTRACTOR, any other public entity, or a nonprofit corporation created by the CONTRACTOR, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business honesty, or (4) made or submitted a false claim against the CONTRACTOR or any other public entity.

- 26.3 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor hearing Board.
- 26.4 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 26.5 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

These terms shall also apply to subcontractors of CONTRACTOR.

6. Section 36.0, Child Support Compliance Program is deleted in its entirety and read as follows:

36.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 36.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

As required by COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this contract maintain in compliance with employment and wage reporting requirements as

required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholdings Orders or CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

36.2 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

36.2.1 Failure of CONTRACTOR to maintain compliance with the requirements set forth in Paragraph 36.0 "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure of CONTRACTOR to cure such default within 90 calendar days of written notice shall be grounds upon which COUNTY may terminate this contract pursuant to Paragraph 28.0, "TERMINATION FOR CONTRACTOR'S DEFAULT" and pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.202.

7. Exhibit A-____, STATEMENT OF WORK, is attached hereto and incorporated by reference into the Agreement.
8. Exhibit C-____, **BUDGET**, is attached hereto and incorporated by reference into the Agreement.
9. **EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AMENDMENT ____, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT AS PREVIOUSLY AMENDED SHALL REMAIN IN FULL FORCE AND EFFECT.**

**AMENDMENT NUMBER ____ TO COMMUNITY FAMILY PRESERVATION
NETWORK AGREEMENT WITH <AGENCY NAME>**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Agreement to be subscribed on its behalf by the Director, or his designee, of the Department of Children and Family Services, the Director of the Department of Mental Health, and the Chief Probation Officer and the CONTRACTOR has subscribed the same through its authorized officers, the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

CONTRACTOR

DAVID SANDERS, PH.D.
DIRECTOR, DEPARTMENT OF
CHILDREN AND FAMILY SERVICES

BY _____

Print or Type Name

Title

MARVIN J. SOUTHARD, D.S.W.
DIRECTOR, DEPARTMENT OF
MENTAL HEALTH

BY _____

Print or Type Name

Title

RICHARD SHUMSKY
CHIEF PROBATION OFFICER
PROBATION DEPARTMENT

Tax ID Number _____

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER, JR., County Counsel

By _____
Thomas P. Fagan, Deputy County Counsel